

REMARKS

Claims 1-7, 10, 11, 17 and 18 have been amended. No claims have been added or cancelled. Claims 1-22 are pending in the application. Reconsideration is respectfully requested in light of the following remarks.

Section 101 Rejection:

The Examiner rejected claim 1 under 35 U.S.C. § 101 as being directed to non-statutory subject matter. Applicants traverse this rejection since claim 1 already referred to a “computer implemented” module. Claim 1 has been amended for further clarity in this regard. Withdrawal of the rejection is respectfully requested.

Section 102(e) Rejection:

The Examiner rejected claims 1-22 under 35 U.S.C. § 102(e) as being anticipated by Haney (U.S. Publication 2001/0051889). Applicants respectfully traverse this rejection for at least the following reasons.

As discussed in Applicants’ Related Art section on p. 1 of the specification (as well as in Applicants’ previously filed Appeal Brief), existing computer controlled software systems that provide for the management of contract labor are stand-alone programs dedicated solely to the management of contract labor services. Haney is exactly the type of prior art referred to in Applicants’ Related Art section. Haney’s computer implemented system pertains solely to managing contract labor services. In contrast, Applicants’ invention involves the integration of contract labor services management with a procurement system for procuring goods. Applicants’ invention treats the contractor as a buyer requesting a purchase order for goods, but the buyer is requesting a purchase order in payment for his time worked. This allows the same approval process normally used for approving purchase requests for goods to also be used for approving the contractor’s request for payment. Note that treating a contractor as a

buyer is completely counter-intuitive from how the prior art manages contractor services. The prior art, such as Haney, treats contractors as vendors, not buyers. In prior art contractor management systems, such as Haney, the organization hiring the contractor is considered to be the buyer. By reversing these roles, Applicants' invention allows the same procurement system that is used for procurement of goods to be used for managing contractor services. Such a system is not taught or suggested by any of the references cited by the Examiner.

More specifically in regard to claim 1, Haney fails to disclose a timecard module configured to generate a purchase order based on one or more approved electronic timecards, contrary to the Examiner's assertion. Instead, purchase orders are generated in Haney's system as part of the contract labor request procurement process. Specifically, Haney generates a purchase order after selecting a candidate to perform desired contract services, but before the candidate is actually hired or performs any works and certainly before any electronic timecards are generated or approved. *See*, Haney, paragraphs [0021 – 0022] and [0030]. Since, in Haney's system timecards are generated after (at least portions of) the desired work is performed by the selected contractor and since the purchase order for the desired work was generated previous to the start of the contract work, Haney's purchase order not only does not, but cannot, include information from an electronic timecard. Thus, Haney actually teaches away from generating a purchase order based on approved electronic timecards.

In the Response to Arguments, the Examiner argues that Haney's system for managing contract labor activities is capable of performing both of the above stated tasks. Thus, the Examiner asserts that if the prior art is capable of performing the claimed function – even if not directly disclosed – it anticipates. The Examiner cites *In re Schreiber*, 128 F.3d 1473, 1477-78, 44 USPQ2d 1429, 1431-32 (Fed. Cir. 1997). However, in *Schreiber* the court found that the limitations at issue were “inherent in the prior art reference” (emphasis added). Contrary to the situation in *Schreiber*, the limitations of claim 1 are not inherent in Haney. Nor does Haney disclose that his system

is capable of performing as recited in Applicants' claim 1. The software of Haney's computer system clearly does not function the same as recited in claim 1.

Furthermore, the Examiner has provided no evidence showing that Haney's system is actually capable of processing both purchase order requisitions specifying one or more goods to be purchased and timecard information specifying time information related to one or more rendered services. Nothing in Haney states or even implies that Haney's system is capable of processing both purchase order requisitions specifying goods to be purchased and timecard information specifying time information related to rendered services. Disregarding specific software instructions, a computer system may be capable of performing a nearly infinite number and variety of functions, but it clearly does not anticipate the infinite number and variety of functions. A computer system configured with a specific set of software instructions (such as in Haney) is configured to perform only a finite set of functions (the functions described in Haney). The Examiner's assertions that Haney's computer system anticipates a computer implemented procurement module for processing both purchase order requisitions and timecard information, even though no evidence is present that Haney's system is configured to operate on purchase order requisitions, are clearly improper and incorrect. Haney's system is not described as being capable of functioning as recited in claim 1. Nor is such functionality inherent in Haney's system. Therefore, Haney cannot be said to anticipate claim 1.

In response to the Examiner's position that the limitations, "for goods" and "for services" are intended use language, Applicants respectfully traverse for the reasons presented previously (see, Applicants' Response dated April 14, 2005, pages 5-7 and Applicants' Appeal Brief dated July 11, 2005, pages 9-11). However, in order to expedite prosecution, claim 1 has been amended to more clearly recite the positive limitations of claim 1 and to remove the phrases "for goods" and "for services", as recommended by the Examiner.

Thus, for at least the reasons presented above, the rejection of claim 1 is not supported by the prior art and removal thereof is respectfully requested. Similar remarks as those above regarding claim 1 also apply in regard to independent claims 11 and 17.

In regard to claim 7, Haney does not disclose an external report generating module configured to generate information to be used by external applications and wherein the external report generating module is configured to format the information using XML data. The Examiner refers to paragraph [0036] in Haney, which describes his system as web-based, using E-mail and a web browser. However, this portion of Haney does not mention anything regarding external applications using information *formatted in XML*.

In the Response to Arguments, the Examiner states that a web browser is software that lets a user view HTML documents and that both HTML and XML are markup languages. However, Haney only states, “possibly with the help of a web browser, ... to present information, a variety of other manners, such as fax or mail, may be used to send information between different entities in system 10, such as the vendors 40a-z and organization 20.” (Haney, paragraph [0036]). Nowhere does Haney describe an external report generating module configured to generate information to be used by external applications and to format the information using XML data. Stating that using a web browser may possibly allow information to be faxed or mailed does not have anything to do with the specific limitation from Applicants’ claim 7 regarding an external report generating module configured to generate information to be used by external applications and to format the information using XML data.

Furthermore, the use of XML is not inherent in Haney. “Inherent anticipation requires that the missing descriptive material is ‘necessarily present,’ not merely probably or possibly present, in the prior art.” *Trintec Indus., Inc. v. Top-U.S.A. Corp.*, 295 F.3d 1292, 1295, 63 USPQ2d 1597, 1599 (Fed. Cir. 2002) (quoting *In re Robertson*, 169 F.3d 743, 745, 49 USPQ2d 1949, 1950-51 (Fed. Cir. 1999)). The use of XML is not

“necessarily present” or required in all web browser software. For example, a web browser may function using only HTML and never use XML. The Examiner has not shown that XML is inherent or necessarily present in Haney’s system. Therefore, Haney cannot be said to anticipate claim 7.

Thus, the rejection of claim 7 is not supported by the prior art and removal thereof is respectfully requested. Similar remarks as those above regarding claim 7 also apply in regard to claims 16 and 22.

With regard to claim 8, Haney does not disclose an electronic timecard comprising a plurality of line items describing said contractor services including: a contractor identification; a description of services rendered; an amount of hours performed for said services rendered; an hourly rate for the hours; and subtotals representing the amount of hours by the hourly rate. The Examiner refers to Haney’s FIG. 6, which indicates fields such as Vendor Name, Consultant Name, Social Security Number, etc. However, FIG. 6 of Haney does not indicate several of the specifically listed information fields such as a description of serves rendered, an hourly rate for the hours and subtotals representing said amount of hours by said hourly rate. Instead, Haney teaches a timesheet that includes a consultant’s supervisor and project names, as well as account codes for the project. Haney describes how a consultant may enter the days and times worked. *See*, Haney, paragraph [0054]). However, nowhere does Haney describe that timecard line items include description of services rendered, an hourly rate, or subtotals representing the amounts of hours by the hourly rate. Thus, Haney clearly does not anticipate claim 8.

Applicants note that the Examiner has not only failed to consider the specific limitations recited in Applicants’ claim 8, but has also failed to ever address this argument when presented previously. For at least the reasons given above, the rejection of claim 8 is not supported by the prior art and removal thereof is respectfully requested.

Regarding to claim 9, Haney does not disclose a contractor profile for a contractor, the contractor profile including: a contractor identification; authorized projects for the contractor; authorized work types for the contractor; an authorized hourly rate for the contractor; and an approver for the contractor. The Examiner refers to FIG. 4 and paragraphs [0049-51] in Haney. Haney's FIG. 4 depicts his contract labor request form including fields such as CLROrder No., Manager, Location, Phone Number, etc. However, none of the cited portions of Haney, nor any other portion of Haney, mention a contractor profile or the specific listed information fields: contractor identification; authorized projects for said contractor; authorized work types for said contractor; an authorized hourly rate for said contractor; and an approver for said contractor.

For at least the reasons given above, the rejection of claim 9 is not supported by the prior art and removal thereof is respectfully requested.

In regard to claim 10, Haney does not disclose an approval notification comprising information from the electronic timecard and an accounting code associated with each line item of the electronic timecard. The Examiner refers to fields 614-616 of FIG. 6 in Haney. However at paragraph [0054], Haney states that fields 614-616 of FIG. 6 of the time sheet form contain account codes for a *particular project*, and FIG. 6 clearly shows a plurality of work segment line items for which no account codes are provided. Therefore, there is no teaching in Haney regarding an accounting code *associated with each line item* of an electronic timecard. Furthermore, the time sheet form illustrated in FIG. 6 of Haney is not an approval notification. Haney teaches that after a timesheet is submitted, the timesheet is relayed to the hiring manager for approval. Thus, rather than disclosing an approval notification comprising information from an electronic timecard, Haney teaches sending the actual time sheet to a manager for approval.

For at least the reasons given above, the rejection of claim 10 is not supported by the prior art and removal thereof is respectfully requested. Similar arguments also apply in regard to claims 15 and 21.

Applicants also assert that the rejection of numerous other ones of the dependent claims is further unsupported by the cited art. However, since the rejection has been shown to be unsupported for the independent claims, a further discussion of the dependent claims is not necessary at this time.

Section 103(a) Rejection:

The Office Action rejected claim 1 under 35 U.S.C. § 103(a) as being unpatentable over Huff et al. (U.S. Patent 4,383,298) (hereinafter “Huff”). Applicants respectfully traverse this rejection for the reasons below.

Huff does not teach or suggest a buyer module configured to receive information related to contractor services and generate an electronic timecard in response thereto, and a timecard module configured to receive electronic timecards from the buyer module and generate a purchase order based on one or more approved electronic timecards, wherein the purchase order is configured for use in generating a payment for the contractor services. The Examiner cites column 6, line 46 through column 7, line 10. However, the cited passage does not describe generating electronic timecards or generating a purchase order based on approved electronic timecards. Instead, Huff teaches a database for storing information pertaining to various aspects of plant maintenance (Huff -- Abstract).

The time cards mentioned in Huff (e.g., col. 6, lines 4-11) are not described as electronic time cards. In response, the Examiner merely states, “[n]owhere in Huff does a physical (i.e. paper) time cards being mentioned (sic).” However, it is not Applicants’ burden to show that the timecards of Huff are paper. Instead, it is the Examiner who has the burden to show that Huff teaches or suggests generating an electronic time card as recited in claim 1. While the teachings of Huff may not specifically mention that his

timecards are physical, that does not overcome the fact that Huff fails to teach generating an electronic timecard.

The Examiner admits, in the rejection of claim 1, that Huff does not teach generating an electronic timecard, but asserts that it would have been obvious to provide an electronic timecard “since the system of Huff permits an online inquiry capability.” However, an “online inquiry capability” does not suggest the generation of electronic timecards. The Examiner also argues that Huff discloses a system to provide on-line editing and updating of maintenance request orders and further discloses a program by which inquiries can be made concerning detail information about the maintenance labor used to support a maintenance request. However, generating maintenance request orders and querying a database for information regarding past maintenance labor does not provide any reason whatsoever to modify Huff’s system to generate electronic timecards. The Examiner is clearly modifying Huff in hindsight to include the features of Applicants’ claim 1, without providing any proper evidentiary support.

Additionally, even if modified to use electronic timecards, Huff does not teach generating an electronic timecard in response to receiving information related to contractor services. Nor does Huff teach generating a purchase order based on approved electronic timecards. There is no mention at all in Huff in regard to approving an electronic timecard. Moreover, the only purchase orders mentioned in Huff pertain to purchasing materials needed for a plant maintenance repair job (col. 6, lines 46-55). The purchase orders mentioned in Huff are clearly not based on approved electronic timecards. The Examiner argues that the system of Huff includes “SUBMOD that generates labor time card, purchase orders, the repair history cards, the actual job scheduling and working being indicated in state 20 in the flowchart of FIG. 1”. However, the Examiner’s interpretation of Huff is clearly incorrect. At column 4, lines 46-50, Huff defines the term “SUBMOD” as “a functional group of components such as a pump and the motor which drives the pump, which group is assigned a service number.” Thus, SUBMOD clearly refers to materials to be purchased in Huff. Therefore, Huff’s SUBMOD cannot be considered a procurement module comprising a buyer module

configured to *generate an electronic timecard*. Nowhere does Huff mention generating an electronic timecard. Instead, Huff only mentions that estimated labor expenses may be included in Huff's database complex 60 to support subsequent queries by a maintenance analyst "so that he can have a complete detailed breakdown of all past maintenance repairs performed" (Huff, column 6, line 63-column 7, line 10; and column 6, lines 12-23).

Thus, Huff clearly fails to teach or suggest the limitations of Applicants' claim 1. For at least the reasons give above, the rejection of claim 1 is not supported by the cited art and removal thereof is respectfully requested.

CONCLUSION

Applicants submit the application is in condition for allowance, and prompt notice to that effect is respectfully requested.

If any extension of time (under 37 C.F.R. § 1.136) is necessary to prevent the above-referenced application from becoming abandoned, Applicants hereby petition for such an extension. If any fees are due, the Commissioner is authorized to charge said fees to Meyertons, Hood, Kivlin, Kowert, & Goetzel, P.C. Deposit Account No. 501505/5681-90600/RCK.

Also enclosed herewith are the following items:

- ☒ Return Receipt Postcard
- ☐ Petition for Extension of Time
- ☐ Notice of Change of Address
- ☐ Other:

Respectfully submitted,



Robert C. Kowert
Reg. No. 39,255
ATTORNEY FOR APPLICANT(S)

Meyertons, Hood, Kivlin, Kowert, & Goetzel, P.C.
P.O. Box 398
Austin, TX 78767-0398
Phone: (512) 853-8850

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